

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

Index No.:

Date Purchased:

***Summons***

Plaintiff designates NASSAU  
County as place of trial.

\_\_\_\_\_  
BJORN MICHAEL BRODSKY,

Plaintiff,

-against-

GREAT NECK PARKS DISTRICT, TOWN OF  
NORTH HEMPSTEAD, COUNTY OF NASSAU,  
And LUIS CARRILLO,

Defendants.  
\_\_\_\_\_X

The basis of venue is:

DEFENDANT RESIDENCE  
65 Arrandale Avenue, Great Neck,  
County of Nassau, New York

To the above named Defendant(s):

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, of if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorney(s) within twenty days after the services of this summons exclusive of the day of service, where service is made by delivery upon you personally within the state, or within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Nassau County, New York

Yours, etc.,

~~October 31, 2019~~

*November 1, 2019*

\_\_\_\_\_  
Nora Constance Marino, Esq.  
Attorney for Plaintiff  
175 East Shore Road, Ste. 230  
Great Neck, New York 11023  
516.829.8399  
File No.: 1642

TO: [service list next page]

Great Neck Parks District  
65 Arrandale Avenue  
Great Neck, NY 11024

Town of North Hempstead  
220 Plandome Road  
Manhasset, NY 11030

County of Nassau  
240 Old Country Road  
Mineola, NY 11501

Luis Carrillo  
50 S. Middle Neck Road, Apt. 1S  
Great Neck, NY 11021

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

Index No.:

\_\_\_\_\_  
BJORN MICHAEL BRODSKY,

Plaintiff,

- against -

**VERIFIED COMPLAINT**

GREAT NECK PARKS DISTRICT, TOWN OF NORTH  
HEMPSTEAD, COUNTY OF NASSAU,  
and LUIS CARRILLO,

Defendants.  
\_\_\_\_\_X

Plaintiff Bjorn Brodsky (hereinafter, "Brodsky" or "plaintiff"), by and through his attorney Nora Constance Marino, Esq. as and for his complaint herein, hereby alleges the following.

**Nature of the Action**

1. Plaintiff brings this action against defendant pursuant to New York's Child Victims Act (hereinafter, "CVA") (NY CPLR § 214-g).
2. In 2005, plaintiff filed an order to show cause for permission to file a late notice of claim and be allowed to pursue this matter in civil court. Due to the laws at the time, said petition was denied.
3. In light of the CVA, plaintiff now files the subject complaint.

Parties

4. Plaintiff BJORN BRODSKY (hereinafter, "plaintiff" or "Brodsky") is an adult resident in the County of Nassau, State of New York.

5. Defendant GREAT NECK PARKS DISTRICT (hereinafter, "GNPD") is a municipal parks department and related municipality, whose territory encompasses a park known as Cuttermill Park (hereinafter, "Cuttermill", the "park") in Great Neck.

6. GNPD's principal office is located at 65 Arrandale Avenue, Great Neck, NY 11024.

7. At all relevant times, GNPD created, oversaw, managed, controlled, directed, and operated Cuttermill.

8. At all relevant times, GNPD oversaw, managed, controlled, and directed all parks department employees assigned to work at the Great Neck Parks, including Cuttermill.

9. Defendant TOWN OF NORTH HEMPSTEAD (hereinafter, "TOWN") is a municipality, whose territory encompasses Cuttermill.

10. TOWN's principal office is located at 220 Plandome Road, Manhasset, NY 11030.

11. At all relevant times, TOWN created, oversaw, managed, controlled, directed, and operated Cuttermill.

12. At all relevant times, TOWN oversaw, managed, controlled, and directed all parks department employees assigned to work at the Great Neck Parks, including Cuttermill.

13. Defendant COUNTY OF NASSAU (hereinafter, "COUNTY") is a municipality, whose territory encompasses Cuttermill.

14. COUNTY's principal office is located at 240 Old Country Road, Mineola, NY 11501.

15. At all relevant times, COUNTY created, oversaw, managed, controlled, directed, and operated Cuttermill.

16. At all relevant times, COUNTY oversaw, managed, controlled, and directed all parks department employees assigned to work at the Great Neck Parks, including Cuttermill.

17. Defendant LUIS CARRILLO (hereinafter, "Carrillo") was an employee and/or agent and/or servant of GNPD, TOWN, AND COUNTY, and a resident of the County of Nassau.

18. Defendants GNPD, TOWN, and COUNTY are collectively referred to herein as the "municipal defendants"; all defendants are collectively referred to as "defendants".

#### Jurisdiction and Venue

19. This Court has personal jurisdiction over the defendants pursuant to NY CPLR § 310 and 302.

20. This Court, as a court of general jurisdiction, has subject matter jurisdiction over this action.

21. Venue in the County of Nassau is proper pursuant to CPLR § 503 because all parties reside and/or do business in this county.

### Facts

22. In or about the summer of 1992 or 1993, plaintiff was residing at 26 Jayson Avenue, Great Neck, in a private one-family house. This residence abutted Cuttermill. Entrances are on Jayson Avenue, Great Neck Road, and Tobin Avenue. Plaintiff's home abutted the park on the southwest corner, near the basketball court.

23. At the time, plaintiff was approximately 8 or 9 years old. Plaintiff would play in the park every day. Some days plaintiff would play by himself, sometimes plaintiff would play with his friends.

24. Carrillo, a parks department employee, was present at the park on most occasions when plaintiff was there. Carrillo would be engaging general park maintenance, including garbage removal and maintaining the grass and landscaping, among other things. Plaintiff recalls seeing Carrillo for a minimum of several months prior to the incident described herein.

25. Within the park, there is/was a main garage where park trucks and/or park vehicles were parked, and there is/was also a shed which contained gardening tools and other similar items. Inside the shed, there was also a couch, a sink, and a shelf with magazines.

26. Carrillo would say "hello" and engage in limited conversations on numerous occasions with plaintiff, and eventually, lured the plaintiff into the shed. Once inside the shed with the plaintiff, Carrillo showed the then- 8 or 9 year old plaintiff pornographic material in the form of magazines, asking plaintiff if he "liked" what he saw, and made other similar inappropriate comments.

27. Carrillo lured plaintiff into the shed approximately three times, each time showing the plaintiff pornographic material.

28. Following the three times Carrillo lured the plaintiff into the shed to show him (the plaintiff) pornographic material, Carrillo lured plaintiff into the shed a fourth time, showed the plaintiff pornographic material, and then proceeded to touch the plaintiff in the plaintiff's genital area over plaintiff's pants, and Carrillo also touched himself underneath his own pants in his own genital area. Carrillo subsequently removed plaintiff's pants down to plaintiff's ankle and proceeded to touch plaintiff in plaintiff's genital area without a barrier of clothing. Carrillo subsequently forced himself onto the then- 8 or 9 year old plaintiff by engaging in anal sexual contact, thus raping the infant-plaintiff.

29. Following this sexual encounter, plaintiff continued to see Carrillo at the park. During the first week after Carrillo raped the plaintiff, on each subsequent occasion, Carrillo continued to lure plaintiff into the shed, where Carrillo would fondle the plaintiff. Within one week after Carrillo raped the plaintiff, Carrillo gave to plaintiff a gift of a red moped, and asked the plaintiff not to reveal what took place in the shed.

30. Plaintiff then saw the Carrillo less often, and then finally, not at all.

31. Plaintiff was terrified from what had occurred and was terrified, as well, to reveal it to anyone. Subsequently, plaintiff suffered severe mental and emotional damages, requiring hospitalization, therapy, and in-patient treatment and confinement for many years thereafter.

32. Plaintiff did not reveal this incident to anyone, including his parents, for many years thereafter. On or about November 7, 2004, plaintiff, then 20 years old, had a chance meeting with Carrillo in Great Neck. Plaintiff recognized Carrillo immediately and the police were called and arrived. Plaintiff informed the police that Carrillo had sexually abused plaintiff in 1993.

33. Plaintiff did not seek legal advice <sup>until</sup> 2005, after this chance meeting with Carrillo had occurred. However, due to the existing laws at that time, a lawsuit could not be maintained due to statute of limitations issues.

34. Now, because of the CVA, plaintiff brings this lawsuit.

35. The limitations on liability set forth in CPLR 1601 do not apply by reasons of one or more of the exemptions set forth in CPLR 1602.

**FIRST CAUSE OF ACTION: NEGLIGENT HIRING, RETENTION, AND SUPERVISION**

36. Plaintiff repeats and re-alleges each and every allegation set forth herein.



37. The municipal defendants owed a duty of care to all minor persons, including plaintiff, who were likely to come into contact with Carrillo in his role as an agent of the defendants, and as an individual who worked in, and spent time at, a public park wherein it is known that children and minors were present.

38. The municipal defendants owed a duty of care to all minor persons, including Plaintiff, to insure Carrillo did not use his position to injure minors by sexual assault, abuse, and/or sexual contact.

39. The municipal defendants had an express or implied duty to provide a reasonably safe environment for Plaintiff and assumed the duty to protect and care for them.

40. The municipal defendants negligently hired, retained, and supervised Carrillo though they knew or should have known that Carrillo posed a threat of harm to minors.

41. The municipal defendants knew or should have known of Carrillo's propensity for sexual assault, sexual abuse, and/or sexual contact with minors prior to, or at the time of, Plaintiff's injuries.

42. The plaintiff's sexual abuse by Carrillo was foreseeable, and the municipal defendants knew or should have known of Carrillo's potential to engage in such and similar incidents, and plaintiff's sexual abuse was the proximate result of the municipal defendants' negligent hiring, retention, and supervision of Carrillo.

43. Carrillo's acts described herein were undertaken, and/or enabled by, and/or during the course, and/or within the scope of his employment, appointment, assignment, and/or agency with the municipal defendants.

44. The municipal defendants took no precautions to prevent plaintiff's injuries.

45. The municipal defendants failed to take reasonable precautions to prevent Plaintiff's injuries.

46. The municipal defendants gave improper or ambiguous orders, failed to enact proper regulations, and/or employed improper persons or instrumentalities to prevent incidents such as the ones described herein from occurring, and thus created a risk to harm of others, and more specifically, the plaintiff.

47. The municipal defendants failed to adequately supervise the activities of Carrillo.

48. The municipal defendants failed to protect against or warn the plaintiff, other victims, or their families, of the known risk of Carrillo's actions and/or abuse within Cuttermill, or other GNPd's parks.

49. The municipal defendants permitted and/or intentionally failed and/or neglected to prevent, negligent and/or grossly negligent conduct and/or allowed other tortious conduct by persons, whether or not their servants and/or agents and/or employees, upon their premises or with instrumentalities under their control.

50. The municipal defendants allowed the acts of omissions and/or commission and/or any or all of the allegations set forth in this complaint to occur.

51. The municipal defendants' actions were negligent, grossly negligent, willful, wanton, malicious, reckless, and/or outrageous in their disregard for the rights and safety of plaintiff.

52. As a direct and proximate result of the municipal defendants' actions and omissions, plaintiff suffered and will continue to suffer injuries as described herein.

53. By reason of the foregoing, the municipal defendants and Carrillo are liable to the plaintiff, jointly, severely and/or in the alternative liable to the plaintiff for compensatory damages and for punitive damages together with interest and costs.

#### **SECOND CAUSE OF ACTION: RESPONDEAT SUPERIOR**

54. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in the paragraphs set forth above, with the same force and effect as if more fully set forth herein.

55. The municipal defendants placed their employees, specifically, Carrillo, in a position to cause foreseeable harm, harm which the plaintiff would have been spared had the employer taken reasonable care in supervising or

retaining the employee. It is/was the municipal defendants' propensity for the conduct that caused the injury.

56. Carrillo was acting in the scope of his employment with the municipal defendants when he failed to properly execute his duties, executed his duties negligently and recklessly; failed to protect the plaintiff; and sexually assaulted the plaintiff.

57. Defendant Carrillo was performing actions to further his employer's interest and/or the municipal defendants' interest, or to carry out duties incumbent upon the employ in furthering the employer's business.

58. That by reason of the foregoing, plaintiff requests an award of damages which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

### **THIRD CAUSE OF ACTION: NEGLIGENCE**

59. Plaintiff repeats and re-alleges each and every allegation set forth herein.

60. The municipal defendants owed plaintiff, a minor at the relevant times of abuse, a duty to protect against Carrillo and the consequential damages, both prior to and/or subsequent to Carrillo's misconduct

61. The municipal defendants knew, should have known, or were negligent in not knowing, of Carrillo's propensity for sexual assault, abuse,

and/or sexual contact with minors and that Carrillo posed a threat of sexual abuse to children.

62. The municipal defendants' actions were negligent, grossly negligent, recklessly negligent, willful, wanton, malicious, reckless, and/or outrageous in their disregard for the rights and safety of plaintiff.

63. As a direct and proximate result of the municipal defendants' actions and omissions, plaintiff suffered and will continue to suffer injuries as described herein.

64. By reason of the foregoing, the municipal defendants are liable to the plaintiff, jointly, severely and/or in the alternative liable to the plaintiff for compensatory damages and for punitive damages together with interest and costs.

65. The limitations on liability set forth in CPLR 1601 do not apply by reasons of one or more of the exemptions set forth in CPLR 1602.

**FOURTH CAUSE OF ACTION: BREACH OF NON-NEGOTIABLE DUTY**

66. Plaintiff repeats and re-alleges every allegation set forth throughout this Complaint as if fully set forth herein.

67. Plaintiff, as a vulnerable minor, was in the care and under the supervision of the defendants.

68. There existed a non-delegable duty of trust and protection between plaintiff and the defendants.

69. The municipal defendants were in the best position to prevent plaintiff's abuse by park employees, including Carrillo, who was under the supervision, employ, direction and/or control of the municipal defendants.

70. Defendants breached their non-delegable duty to plaintiff.

71. Defendants' actions were negligent, grossly negligent, willful, wanton, malicious, reckless, and/or outrageous in their disregard for the rights and safety of plaintiff.

72. By reason of the foregoing, the defendants are liable to the plaintiff, jointly, severely and/or in the alternative liable to the plaintiff for compensatory damages and for punitive damages together with interest and costs.

**FIFTH CAUSE OF ACTION: NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

73. Plaintiff repeats and re-alleges every allegation set forth throughout this Complaint as if fully set forth herein.

74. Plaintiff, as a vulnerable minor, was in the care and under the supervision of the defendants, thus the defendants owed plaintiff a duty of care.

75. By reason of the foregoing, defendants breached that duty of care.

76. Defendants unreasonably endangered the plaintiff's physical safety, and/or caused the plaintiff to fear his own safety.

77. As a direct result of the defendants' conduct heretofore described, plaintiff suffered severe emotional harm and distress, as described herein.

78. Defendants' actions were negligent, grossly negligent, willful, wanton, malicious, reckless, and/or outrageous in their disregard for the rights and safety of plaintiff.

79. By reason of the foregoing, the defendants are liable to the plaintiff, jointly, severely and/or in the alternative liable to the plaintiff for compensatory damages and for punitive damages together with interest and costs.

80. The limitations on liability set forth in CPLR 1601 do not apply by reasons of one or more of the exemptions set forth in CPLR 1602.

**SIXTH CAUSE OF ACTION: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

81. Plaintiff repeats and re-alleges every allegation set forth throughout this Complaint as if fully set forth herein.

82. Defendants' conduct, as heretofore described, was so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community.

83. Defendants intended to cause, or disregarded a substantial probability of causing, severe emotional distress in plaintiff.

84. Defendants willful, wanton, and/or reckless conduct caused the plaintiff severe emotional harm and distress, as described herein.

85. As a direct result of the defendants' conduct heretofore described, plaintiff suffered severe emotional harm and distress, as described herein.



86. By reason of the foregoing, the defendants are liable to the plaintiff, jointly, severally and/or in the alternative liable to the plaintiff for compensatory damages and for punitive damages together with interest and costs.

87. The limitations on liability set forth in CPLR 1601 do not apply by reasons of one or more of the exemptions set forth in CPLR 1602.

**WHEREFORE**, Plaintiff demands Judgment against the defendants on each cause of action as follows:

a) Awarding compensatory and other damages in an amount to be determined, said amount exceeding the jurisdictional limits of all lower courts, which would otherwise have jurisdiction;

b) Awarding punitive damages to the extent permitted by law;

c) Awarding prejudgment interest to the extent permitted by law;

d) Awarding costs and fees of this action, including attorneys' fees to the extent permitted by law; and

e) Awarding such other and further relief as to this Court ay seem just and proper.

Dated:

*November 1, 2019*  
~~October 31, 2019~~  
Nassau County, New York

Yours, etc.,

  
Nora Constance Marino  
Attorney for Plaintiff  
175 East Shore Road  
Suite 230  
Great Neck, NY 11023  
516-829-8399  
[nora@marinojustice.com](mailto:nora@marinojustice.com)




INDIVIDUAL VERIFICATION

STATE OF NEW YORK     )  
                                  )  
COUNTY OF NASSAU    )     ss.:

The undersigned, being duly sworn, deposes and says, that I am the plaintiff in the within action, that I have read the foregoing COMPLAINT and know the contents thereof; that the facts contained therein are true to my own knowledge, except as to the matters therein alleged to be on information and belief, and as to those matters, I believe them to be true.

DATED: October 12, 2019

  
BJORN BRODSKY

Sworn to before me this 12<sup>th</sup>  
day of October 2019

  
Notary Public

NORA CONSTANCE MARINO  
Notary Public, State of New York  
No. 02MA5084119  
Qualified in Queens County  
Commission Expires September 26, 2017

2021

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

Index No.:

BJORN MICHAEL BRODSKY,

*Plaintiff(s),**- against -*GREAT NECK PARKS DISTRICT, TOWN OF NORTH HEMPSTEAD, COUNTY OF NASSAU,  
and LUIS CARRILLO,*Defendant(s).*

## SUMMONS AND COMPLAINT

Law Offices Of  
NORA CONSTANCE MARINO  
*Attorney for Plaintiff*  
*Office and Post Office Address, Telephone*  
175 East Shore Road  
Great Neck, New York 11023  
PHONE: 516.829.8399  
FAX: 516.829.4699

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
*Nora Constance Marino*

To :

Service of a copy of the within  
is hereby admitted.

Dated: \_\_\_\_\_ 20\_\_

Attorney(s) for:

## PLEASE TAKE NOTICE :

☐ NOTICE that the within is a (certified) true copy of aOF ENTRY: duly entered in the office of the clerk of the within named court on \_\_\_\_\_ 20\_\_☐ NOTICE OF that an order of which the within is a true copy will be presented for settlement to the